Filed 04/28/22 Case 20-10687-elf Doc 67 Entered 04/29/22 00:33:41 Desc Imaged Certificate of Notice Page 1 of 4

United States Bankruptcy Court Eastern District of Pennsylvania

Case No. 20-10687-elf In re:

Leonard A. Murphy Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2 Form ID: pdf900 Total Noticed: 3 Date Rcvd: Apr 26, 2022

The following symbols are used throughout this certificate:

Symbol **Definition**

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 28, 2022:

Recip ID Recipient Name and Address

Leonard A. Murphy, 6341 Chester Avenue, Philadelphia, PA 19142-1421

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time

Recip ID Notice Type: Email Address Date/Time Recipient Name and Address Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com Apr 27 2022 00:13:24 PRA Receivables Management LLC, POB 41067, Norfolk, VA 23541-1067

cr Email/Text: bnc-quantum@quantum3group.com

Apr 27 2022 00:05:00 Quantum3Group LLC as agent for Velocity Investment, P.O. Box 788, Kirkland, WA

98083-0788

TOTAL: 2

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 28, 2022 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 26, 2022 at the address(es) listed below:

Email Address

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

REBECCA ANN SOLARZ

on behalf of Creditor M&T Bank bkgroup@kmllawgroup.com rsolarz@kmllawgroup.com

REBECCA ANN SOLARZ

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District/off: 0313-2 User: admin Page 2 of 2
Date Rcvd: Apr 26, 2022 Form ID: pdf900 Total Noticed: 3

on behalf of Creditor M&T BANK bkgroup@kmllawgroup.com rsolarz@kmllawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

ZACHARY PERLICK

on behalf of Debtor Leonard A. Murphy Perlick@verizon.net pireland1@verizon.net

TOTAL: 5

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Leonard A. Murphy	Dobton(s)	CHAPTER 13
	Debtor(s)	
M&T Bank	November	
vs.	<u>Movant</u>	NO. 20-10687 ELF
Leonard A. Murphy	Debtor(s)	
Kenneth E. West Esq.		11 U.S.C. Section 362
	Trustee	
STIPULATION		

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

The post-petition arrearage on the mortgage held by the Movant on the Debtor's 1. residence is \$2,190.00, which breaks down as follows;

Post-Petition Payments:

February 1, 2022 to April 1, 2022 at \$564.52/month

Suspense Balance:

(\$541.56)

Fees & Costs Relating to Motion: \$1,038.00 **Total Post-Petition Arrears**

\$2,190.00

- The Debtor(s) shall cure said arrearages in the following manner; 2.
- a). Beginning on May 1, 2022 and continuing through October 2022, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$564.52 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of \$365.00 towards the arrearages on or before the last day of each month at the address below"

M&T BANK P.O. BOX 1288 BUFFALO, NY 14240

- Maintenance of current monthly mortgage payments to the Movant thereafter. b).
- Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled 3. checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
- In the event the payments under Section 2 above are not tendered pursuant to the terms of 4. this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail

to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

- 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 6. If the case is converted to Chapter 7, the Movant may file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - 9. The parties agree that a facsimile signature shall be considered an original signature.

Date:	April 14, 2022	By: /s/ Rebecca A. Solarz, Esquire
	•	Attorney for Movant
Date: 4-1.9.27	fre finder the	
		Zachary Perlick Esq.
		Attorney for Debtor(s)

Date: April 22, 2022 /s/ LeRoy W. Etheridge, Esquire for*
Kenneth E. West Esq.
Chapter 13 Trustee

ORDER

Approved by the Court this 26th day of April , 2022. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge Eric L. Frank

^{*}No objection to its terms, without prejudice to any of our rights and remedies